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Letters of Detector, on the
Seventh and Eighth Reports of
the Selcet Committee, and on
the India Regulating Bill

By
Nathaniel Brassey Halhed.

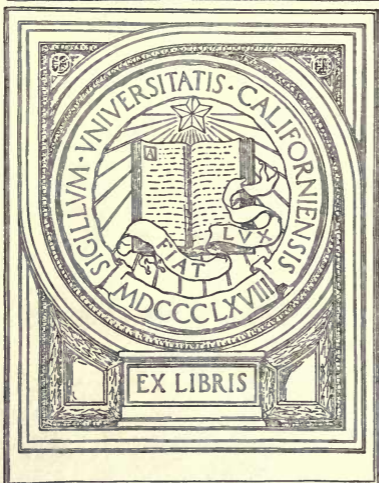
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THE
LETTERS
OF
DETECTOR,
ON THE
Seventh and Eighth
REPORTS
OF THE
SELECT COMMITTEE,
AND ON THE
INDIA REGULATING BILL.

[by N. B. Haller]

LONDON:

Printed in the Year 1783.

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THE
LETTERS
OF
DETECTIVE

AND THE

Seven and Eight

REPORTS

OF THE

SELECT COMMITTEE

AND ON THE

ALBIA RECEIVING BILL

LONDON

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*On the SEVENTH REPORT of the
SELECT COMMITTEE.*

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Sambori

ON the eve of an Election for Directors to serve the East-India Company, and at a moment when the Proprietary have an urgent necessity for exercising the most unbiassed judgment, in choosing the future Guardians of their expiring privileges, appears a thundering Report from the Select Committee, arraigning the conduct of the late Chairman and Deputy, at present out by rotation, and Candidates for re-election. Recollecting, as I do, with all possible veneration, the former very candid and public-spirited strictures of this respectable body, and fully awake to the disinterestedness of their labours, I am exceedingly hurt that the obligation of seizing the earliest opportunity to draw the attention of the House of Commons to matters of such magnitude, should give envy and scandal a plea (however groundless) for sus-

B
pecting

pecting something of personality, or private end, in the composition and publication of the present Report. It will be said (and I am sorry that I have not now time to refute the charge) that the crisis chosen for printing this Report is, of itself, a convincing argument of the illiberality of its principles. That while the blame (if any blame there be) with respect to the several transactions there mentioned, will be found ultimately to rest *in toto* with the Secretary to the Committee of Secrecy at the India-House, the main efforts of the Report are aimed against the character of Mr. Sullivan.—That as it is the very birth-right and unalienable privilege of a British subject, to be heard in his defence, and to be tried by his peers—so it is the greatest invasion of that privilege, and the most tyrannous oppression of that birth-right, to insinuate criminality before conviction; to prejudice the Jury by anticipated sentence, and by a premature trial to preclude the possibility of exculpation.—It will therefore, I fear, be whispered, that it is an attempt to mislead the judgment of the Proprietors, and to hurt Mr. Sullivan in his election.—And as no man, who shall come calmly to the perusal of the Report, can possibly hesitate, for a moment, in pronouncing that gentleman's innocence, I am
much

much alarmed, lest national spirit and honest indignation should so far get the better of private engagements, or personal dislike, or prudential caution, in the present instance, as to insure Mr. Sullivan's election, with a majority equal to that by which Mr. Hastings very lately triumphed over a no less equitable manœuvre.

Shame to be cajoled by what may be represented as so flimsy an artifice, conscious abhorrence of imbibing prejudices from *ex Parte* evidence, and real sympathy for the common danger of having all our individual rights and characters thus wantonly, thus interestedly, and thus injuriously torn to pieces, will operate most effectually to the counteraction of that system, which many may suspect the Report to have been calculated to promote : *and as the mind naturally loves to fix on persons rather than things*, it is to be apprehended, that, if an idea of any unfairness or lurking treachery in the compilation of this Report, should once unfortunately make its way,—the eyes of the public will naturally be turned on the acknowledged Compiler. This is the circumstance I most dread,—this is the point which all well-wishers to the Report should labour to obviate. Should this once obtain, motives and designs, and consequences respecting the critical moment

of promulgation and insidious management of the charge, will burst forth into conviction. The Chairman of the Select Committee will then be well understood to pit himself against the respectable Candidate, who has been eight times Chairman at the India-House: as another great reporter has cast his gauntlet at the Governor General of Bengal. *Dii boni! homo homini quantum distat!*—The Honourable General has, however, secured himself one advantage in the present Contest, by being no longer in a capacity to insult the feelings of the Proprietary, or aggravate their abhorrence of his Character and Principles, by nauseous declamations.

For myself, wishing most sincerely well to the cause of truth and justice, I can but call on the Independent and disinterested Proprietors of India-Stock, to interpose effectually, for the preservation of their own Freedom of Election; and to support, against the machinations of interested malice, that character, for firmness and consistency, which in two instances they have lately so honourably acquired, by defeating all the overtures of Ministerial Corruption, and all the blusterings of Unconstitutional Authority.

Much as I respect the general principles on which this last and seventh Report from
the

the Select Committee is founded, I shall take the liberty of expressing my sentiments on some of its articles, in which I am so unfortunate as not entirely to acquiesce.

In the first place, I beg leave to observe, that the late act for regulating the Judicature in Bengal, owes its existence to the Select Committee. The sole effective product of seven voluminous Reports, it was the darling of their labours, the plea at once and pledge of their existence: and no wonder that their vanity was gratified in contemplation of its importance, and their passions interested in the completion of its objects. Hence the eagerness with which they have traced its progress to India, and the solicitude with which they watched its fate: hence too we must account for their apparently wilful ignorance of its arrival at Calcutta, in their undiscerning fury for its original miscarriage.

The public will, no doubt, consider the Select Committee as perfectly justified, and even laudably anxious in ascertaining to a point of indisputable certainty, the dispatch of this regulating act to India: and in being somewhat warm at any delay, either casual or designed. But it will probably conceive them to have reason to be fully pacified, or at least to abate part of their inveteracy,

on learning that the said Act did really proceed to India by the first dispatch of that nature, by which Acts of Parliament were usually transmitted; and was in no respect otherways retarded, than by the unavoidable accidents of a sea voyage; and is known to have been within a week's distance from Bengal upwards of nine months ago.

With nothing more than a previous knowledge of this fact, how easily may every syllable of criminatory matter against Mr. Sullivan, and Sir William James, as urged in the Seventh Report, be done away! Let but the reader anticipate each sentence of the Report with recollection of this single circumstance, and I leave the rest, with the utmost confidence, to his own conscience.— We will now take a little survey of the whole transaction.

In July, 1781, the Bengal Judicature Act passed in Parliament. In August, the Trial Sloop was dispatched with packets from the India Company, to their several presidencies, and copies of this Act were then sent on board (Seventh Report, page 5). In December, 1781, the Select Committee examined Mr. Sullivan, then Chairman of the Court of Directors, respecting the dispatch of the Judicature Act. His evidence was full, complete, and (as I still think, with all
deference

deference to the Committee) fully satisfactory, in regard to the transmission of the Acts by the Tryal Sloop. But Mr. Sullivan, with the care of the commerce and finance, the politics and legislation, all the internal and external arrangements of all the Company's affairs, abroad and at home, on his shoulders, had forgotten to send by an early opportunity an order for the retribution of certain individuals in India, for acts of oppression committed on them by the Supreme Court, to which he stood pledged, as Chairman of the Company. It was an oversight, not possible to be accounted for but by the hurry of business. Neither Mr. Sullivan nor his friends, nor his remotest connections could lose or gain a shilling by this retribution. It would neither have committed his authority, nor affected his interests. He acknowledged the omission, submitted to the censure, and rectified the error by the very first occasion. But on the subject of transmitting the Act itself, he urged that it had been sent by the Tryal Sloop, the very first public conveyance, within a month of its being in print; that no other means of dispatch had offered, and that the packet had been unfortunately retarded by stress of weather.

The Tryal sloop finally sailed in February,

1782,

1782, and by various letters now in England, it is well known that she parted from Ganjam (less than a week's sail from Bengal) on the 3d of July last, carrying with her both the Act in question, and the orders for indemnification of the Patna Magistrates. Mr. Sullivan's evidence therefore has been, from first to last, uniform, undefigning, and strictly to the point. He originally deposed, that the Acts went in the Tryal Sloop, and that it was sent with the Company's only public dispatch. It has been proved in the first Report (page 11), that a General Letter from the Court of Directors, is the usual and official channel for communicating Acts of Parliament to their servants abroad; and it is now certain, that the said Judicature Acts arrived in India, in the Tryal Sloop, in July last.

The Select Committee then examined Mr. Wilkes, Secretary to the Secret Committee, at the India-House, to discover whether any secret dispatches had been sent from the India-House, in the interval, between the first publication of the Judicature Act, and its final dispatch in the Tryal Sloop. From him they learnt that a packet had been sent away by sea on the 3d of August, the very day after the Act in question was printed, and what seems to have surprised them
much,

much, that copies of the said Act were inclosed in that packet.

Here was opened a glorious scene for malicious conjecture, and perplexing cross-questions. The Chairman had acknowledged nothing but a public conveyance by the Tryal Sloop—the Secretary hinted, in mysterious terms, a private dispatch.

In whatever confusion this matter might have been involved, at the time of Mr. Wilkes's first examination, it is now known, that these dispatches of the 3d of August, were sent on board two Men of War, under secret sailing orders, but destined for India: and that in consequence of some other necessities of the State, the said ships did not perform their route to India, but returned to England in October, and the Dispatches from the Company were sent back to the India-House early in the month of November.—Mr. Sullivan, therefore, who gave his evidence to the Select Committee in December, and who had never considered the Dispatch of the 3d of August but as of a private nature, and within the strictest construction of a *State Secret*, might naturally, and with propriety, deem it *equivalent to no dispatch at all*; and therefore, so far from leading the Committee into an error on that head (page 14), he gave them no

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grounds

grounds for suspicion of the possibility of such a circumstance. But the embarrassment and perplexity of the Secretary, on his inquisitorial examination, having given the Select Committee much room for unfair animadversion, it was permitted him to trench so far upon this Secret, as to acknowledge the Dispatch of the 3d of August.

To this single circumstance may, I think, be ascribed the very existence of the Seventh Report, and I defy the acutest of mankind to discover the truth of the transaction, or to unravel the confusion of censure, as involved in the purposed obscurity of that Report, without some collateral knowledge or information. And this I shall now endeavour to supply.—

Appendix, No. 2, A, of the Seventh Report, contains the original draft of a letter from the Committee of Secrecy at the India-House, to Bengal, dated the 1st of August, 1781, and sent on the 3d of the same month on board the Men of War, as above mentioned.

This letter is incontrovertibly proved to have contained no mention whatever of the Judicature Act; for the words, "*Act passed,*" which are now, by implication, understood to signify the Judicature Act, have been foisted in, since the letter returned from the
King's

King's ships, in the place of the real word, "*Appendixes*," and the sentence, in its first state, ran thus, "We now send another Copy of that Report, and of the *Appendixes*, for your further information." This paragraph is clearly in the official language of communication. But when the word *Appendixes* was altered to *Act passed*, and the sentence made to run in this manner, "We now send another Copy of that Report, and of the *Act passed*, for your further information," the sense itself is mutilated, the connexion broken, and the fiction evident. For who would think of sending an Act of Parliament by way of information? And who would use the indefinite terms, of an *Act passed*, as descriptive of a particular Act on a particular subject? This is not the style of business:—and common sense would have combined with official experience in the Chairman or Deputy to correct the passage, had it ever been shewn or recited to either of them. But Mr. Wilkes's own evidence proves that it was done totally without their previous advice, and that "*There were no orders given for it*" (page 9), nor did he ever shew Mr. Sullivan the papers after the alteration was made (page 12).

On the return of that Dispatch, and about the time of Mr. Sullivan's Examination,

Mr. Wilkes called upon Mr. Sullivan, and told him the Judicature Act had been sent in it,—(see his Evidence, 7th Report, page 11) he says, “I called upon Mr. Sullivan, and “told him the Judicature Acts had been sent: “he knew the Packets were come back: “he directed me to bring the Letter, which “I did, before there was any alteration made “in it. He said, he observed there was no “mention made of the Judicature Act in “the Letter. This is the substance of what “passed between us.”—Mr. Wilkes made up the Packet,—not Mr. Sullivan,—Mr. Wilkes asserted that the Judicature Act had been inclosed in it,—Mr. Sullivan opposed to this, the omission of all mention of it in the Letter. Mr. Wilkes persisted in his first assertion, and, without any instruction from Mr. Sullivan, went home and altered the Letter, which he never shewed to Mr. Sullivan afterwards.

The Select Committee, in the 6th page of the Report, have the following paragraph :

“Your Committee having perused these “papers (i. e. the draft of letter of the 3d “of August) must remark to the House the “very different manner in which the Com- “mittee of Secrecy *mentioned the two Acts.* “The Judicature Act, which, amongst “other important points, gave relief to the
 “ Patna

“ Patna Magistrates, is sent for the infor-
 “ mation of the Council General, without any
 “ injunction of obedience or attention to it:
 “ But in the very next sentence, when the
 “ Act of the prolongation of the Charter is
 “ mentioned, then it is said to be sent, not
 “ for their information only, but for their
 “ guidance also, and strict attention and
 “ obedience is enjoined thereto.”

So palpable an insult on common sense
 and common justice, I did not think com-
 patible even with Asiatic depravity of soul.
 The character of an innocent man is first of
 all deliberately impeached by groundless
 insinuation; and it is then proved beyond
 the possibility of cavil (pages 11 and 12), and
 afterwards in the very words of the Report
 (page 14), that, “ not only from his own”
 (Mr. Wilkes’s) “ confession, but from the
 “ alteration in the Records, it evidently ap-
 “ pears, that no mention whatsoever had
 “ been made in the letter of the 3d of Au-
 “ gust, 1781, of the transmission of the Ju-
 “ dicature Act.”

Can any terms be too gross for so infa-
 mous a violation of every thing just, and
 manly, and decent? The Reporter first takes
 up the false side of the question, and from
 thence, by a jesuitical and unfair inference,
 draws a criminatory charge against the
 Chairman

Chairman of the Company, whom he knew at the time to be unconcerned in the whole transaction; and, in a very few pages afterwards, thunders against the embarrassed Secretary as author of that very falsification, from which he had but the instant before taken advantage to deduce a most calumnious and unwarrantable conclusion.

If these be the weapons by which he means to assail Mr. Sullivan and Sir Wm. James, I assure him they will all rebound back upon himself, without any prejudice to his antagonists; and I would advise him to adopt the more effectual, and less diabolical instruments of poison or assassination, to accomplish his purpose.

After all, the remark is no less ridiculous than base; for what is the difference between transmitting one Act of Parliament for information, and another for obedience:— They were both to be transmitted to the subjects of the same State, and would become obligatory without any notice or injunction whatsoever from the Chairman and his Deputy; for in what method could they inculcate obedience to those who should be inclined to disobey an Act of Parliament? and how could they suppose *their* orders likely to be more effectual than the laws of their country? And even admitting all this heap
of

of absurdity, it makes nothing against the paragraph in question; for the operation of the Judicature Act extended only to the Members of the Supreme Court, and to them most certainly the authority of the Chairman and his Deputy did not reach. So that even in this state of the fact they *might* have sent the Act for their information, but could not possibly give them *orders* to obey it. The Honourable General, I find by this and other instances of false logic, is not an adept in the Aristotelian Science: His *doctors* have not been of the class of *irrefragables*.

Mr. Sullivan the Chairman, or Sir Wm. James his Deputy, or both, are next criminated for having (as it is insisted page 15) “given permission to the fictitious paragraph of the letter of the 3d of August being presented to your Committee as the real paragraph of the letter of the Committee of Secrecy of that date.”

Upon this article it is only given in evidence, page 14, “that when orders are sent from a Committee of the House of Commons, for any papers, or copies of papers; that the proper officer waits upon the Chairman or Deputy Chairman of the East-India Company, to receive instructions, and that the orders so received from
“ a Com-

“ a Committee of this House are read and
 “ minuted by the Court of Directors at their
 “ next meeting.” To what, therefore, does
 this testimony amount? To nothing more,
 than that the Secretary must have waited on
 the Chairman or Deputy for instructions:
 that his instructions must have been, that
 he should furnish the Select Committee with
 the letter in demand, and that he carried
 that letter in which he had previously in-
 serted his own authorized alterations.

Not a particle of proof here, or even of
 implication, to lead to a belief that either the
 Chairman or his Deputy saw the letter be-
 fore its transmission to the Select Committee,
 much less that they authorized the presen-
 tation of the fictitious paragraph. And, in-
 deed, Mr. Wilkes expressly affirms, (page
 12,) that “ *he did not shew the Papers, after*
 “ *the alterations, to Mr. Sullivan.*”—Here,
 then we have another insinuation, equally
 well founded with the former, and no less
 characteristic of the principles and views of
 its inventive parent.

I have pretty well got over the *principal*
 articles of Accusation, and, I hope, fully
 refuted them. Of the *smaller* animadver-
 sions, one is, the omission to send the Judi-
 cature Act, by Messieurs Dunkin and Smart,
 who commenced their journey to India, by
 land,

land, on the 8th of December, 1781. To this objection it may be answered, that the Packets sent by land from the Committee of Secrecy, are always very concise, and most commonly in cypher; that it was totally unusual to send an Act of Parliament by any other than a Sea conveyance, and inclosed in a General Letter (1st Report, pages 11 and 32); and that there was good reason to hope, that the Tryal Sloop might get to India as early as the land Dispatch. Events have fully justified the expectation; for Messieurs Dunkin and Smart, arrived at Bombay on the 20th of May, and are known to have been at Madras in the middle of July. The Tryal Sloop arrived at Ganjam (upwards of 400 miles beyond Madras) on the 2d of July, and sailed for Bengal on the 3d, where she must have arrived by the 8th at farthest.

A few words on the story of the Box, related in pages 12 and 13 of the Report. The box itself, the marks, &c. are all plausibly accounted for; the only doubt is about the seal. It is proved that Mr. Stephens, of the Admiralty, received and returned a *sealed* Packet. Mr. Owen's evidence *leads to a suspicion*, that the Packet, of which he was called to testify the contents, was *not sealed*. This concerns Mr. Wilkes *alone*, and an Affidavit from Mr. Owen or Mr. Wilkes,

must here be the only method for coming at the truth *: and let it turn out as it may, Mr. Sullivan and Sir William James have nothing to do with it.

In the first page of the Report, the “ Committee beg leave to inform the House, that “ twenty months being elapsed since the “ Judicature Act was passed, and *no advice* “ *of its promulgation* being arrived, altho’ “ evidence had been given of its being “ sent on the 3d of August, 1781, your “ Committee thought it highly necessary to “ examine into all the circumstances of the “ transmission of that Act, by the Dispatch “ of the 3d of August.”

The result of that examination has been already discussed, and the whole jumble of inconsistent Charges huddled together in the Report, upon this original Error in Mr. Wilkes’s evidence, I have above explained and done away. At present, I only mean to recall the attention of the Public to the assertion, that *no advice of the promulgation of the Act in India has yet arrived*. The Report, indeed, is very careful that this circumstance shall not be overlooked; for we find it again industriously thrust

* Mr. Wilkes has since cleared up the matter by a circumstantial affidavit.

forward in page 17th and last, “ finally, that
 “ although it is now upwards of 20 months
 “ since the Act was passed, no account of
 “ its being arrived at Bengal has yet been
 “ received by the India Company.”

These two attempts, to convey a totally false idea in words compatible with meer truth, are of so shallow and flimsy a texture, that I suspect the compiler of the Report to have concealed their insertion from all his more discerning or scrupulous Colleagues.

It is indisputably true that there is no intelligence of the *promulgation* of the Judicature Act in India, and equally so, that the India Company (*in its collective capacity*), has received no (*official*) account of its arrival in India. But that the Tryal Sloop arrived at Ganjam on the 2d of July, 1782, and sailed from thence on the 3d for Calcutta, is as well known to every individual connected with the Company, as the existence of the Judicature Act itself; and in July the passage from Ganjam to Calcutta is as safe by water as the Ferry over the Thames at Westminster Bridge. So that a week beyond the 2d of July is much more than ample allowance for its actual promulgation at Calcutta.

This Seventh Report therefore is founded

upon the same minute attention to the state of facts, upon the same liberality of sentiment, and patriotic considerations for public utility, as the Six preceding excellent compositions, on which I have already had the honour to offer a few remarks. It is an admirable addition to the original work, and compleats the honourable compiler's digest of fabricated criminality. In the last Sessions the Honourable General was pleased to pronounce an elaborate panegyric on the extraordinary merits of his Honourable Friend's Six Reports: The illustrious Author has lately returned the adulatory incense in an extravagant compliment on the present master-piece of the General. As the merits of both are nearly equal, so I think are their chances for the assent and approbation of the Public.

*Qui Bavium non odit, amet tua Carmina,
Mævi.*

D E T E C T O R.

7th April, 1783.

On the new BILL, proposed for the better
REGULATION of the BRITISH POSSESS-
SIONS in INDIA:

L E T T E R I.

Mr. EDITOR,

THE Secret Committee of the House
of Commons, appointed to investi-
gate the causes of the war in the Carnatic,
acquired, in the course of their labours, such
an extensive knowledge of all the East-Ind-
ia Company's concerns, as to be compe-
tent for new-modelling every branch of Go-
vernment, and overturning every principle of
policy in all our Asiatic possessions. Their
enquiries with respect to this war seemed to
be closed last session in 44 resolutions, of
which (although *passed* by a very thin meet-
ing of the House of Commons) it is fair to
say, that they were received with little cre-
dit or respect by the nation at large: that
they were minutely, though candidly, can-
vassed, and in great part satisfactorily refuted.
Whatever might be the motive that pro-
duced these hasty resolutions, their effect has
indeed been very inconsiderable. The war
in the Carnatic still rages, and the cause of
its commencement is still as obscure as the
period

period of its termination. Political empiricism has hitherto prescribed no effectual remedy for the disorder, nor has Hyder Ally shewn the slightest tendency to pacification in return for our voluntary effusions of moderation and forbearance. If, however, an idea of parliamentary interposition hath already so far operated on the Councils of the Mahrattas, as to cause delay in the ratification of that treaty to which they had previously, by their plenipotentiary, given a full assent; if a reliance on the distractions of our government and the mutability of our systems hath inspired our enemies with fresh courage for the prosecution of hostilities abroad: *here*, at least, our Committees have effectually answered the purposes of their appointment. Delinquency has been clearly defined, accurately traced out, and incontrovertibly convicted. Bills of pains and penalties have been urged with unusual severity: and while assistance for the vigorous conduct of the war has been dealt out with a parsimonious and suspicious reserve, all the weapons of persecution have been whetted against the devoted objects, to whose inattention or incapacity the origin of the calamity seems to have been imputed; just as if a surgeon, after performing amputation in a dangerous fracture, should employ him-
self

self in cutting and anatomizing the distempered limb, instead of applying the bandages, and suppressing the hæmorrhage. While the Reports of the Secret Committee appeared to bear uncommonly hard on certain Members of the Madras Government, while Hyder's invasion was *in them* represented as the joint product of ambition and resentment, men looked for the causes of the war to the seat of its ravages; and thought that the mere destination of hostilities sufficiently discriminated their motive. But the Resolutions founded on those Reports quickly opened their eyes, and attributed by a chain of fanciful, remote, arbitrary deductions, a portion of the misfortune to the Governor General of Bengal. Slight, however, as his share in the blame of this transaction must necessarily have been, and visionary as the imputation will most certainly appear to all who shall take the trouble to peruse the Reports, he was marked out as the first object of reprehension, and the House of Commons was, by some management, prevailed upon to vote his recal.

We can all well recollect the different manœuvres practised at the east and west ends of the town, for effecting this laudable purpose; and we feel an honest exultation in proclaiming, that the spirited efforts of an
extra

extraordinary majority in the Court of Proprietors baffled (as both by law and the principles of their charter they were authorised to do) all those attempts. A set of men, deeply and personally interested in the prosperity of Indian affairs, agreed, *six to one*, to entrust the management and preservation of their property to a man, whom a sudden and unsatisfactory vote of an inconsiderable part of one branch of the legislature tended to banish from their service. About 40 members of the House of Commons, carried the resolution for Mr. Hastings's recal; upwards of 420 proprietors of India stock, united for his continuation. Leaving the doctrine of parliamentary infallibility to those who have never read reports or resolutions, I shall not scruple to affirm, and to put it to the conscience of every man of common sense, that 420 respectable proprietors of India stock, are collectively as able judges of the merits and demerits of Mr. Hastings, as any forty members who ever sat in the House. I will go farther, and will assert it as my most unalterable conviction, that the number of Members of Parliament who ballotted in their proprietary capacity for the Governor General's continuation, far exceeded those who in the House were content

by

by a silent nod to authenticate the resolution for his removal.

But, though the cloud of last sessions passed over innocuous, the storm still continued to gather: and is now burst in the tremendous thunder of a Bill! If Mr. Hastings could heretofore stem the stream of partiality in a vote of the Commons, he shall now be overwhelmed by a torrent of the whole Legislature. If the Proprietors of India stock wisely and conscientiously contributed to his continuation in their service by a legal and constitutional exertion of their prerogative, that prerogative shall therefore be abolished by *law*. If the India Company has been preserved at the very instant of bankruptcy, and if their foreign possessions have been defended by exertions bordering on impossibility: if the whole train of their affairs have been gradually improved from confusion and dissipation, to system, to œconomy, to prosperity, by the man of their unbiaſſed and deliberate choice, selected, approved, and confirmed to the same office by three successive Acts of Parliament at distinct and distant periods; those Acts shall now be abrogated in a moment; that man shall be violently removed by a new law, and the Company's right of nominating, continuing, or displacing, not only this, but

all their other confidential servants in the whole extent of their settlements, shall be forever done away! The only visible plea or pretence for this infringement of the charter, this invasion of property, this barefaced exertion of despotism, is the dismissal of Governor General Hastings. To remove him, nothing less than an Act of Parliament could suffice: and permission for bringing in an Act to this purpose, being once obtained, every additional encroachment on the Company's rights that could be any how foisted in, was so much clear gain to the Courtly system of arbitrary Patronage. Every useful, every plausible alteration proposed by the present bill is fully compatible with the Company's actual powers under their Charter; and if the collective experience of a set of men of business, who have seen, as Directors of long standing, the causes of most of our calamities in Asia, and as Proprietors have felt their effects, be not adequate to the discovery of the proper remedies, surely the occasional perusal of a number of temporary records in the course of the sittings of a Committee for two Sessions, and with all the interruptions of other Parliamentary business, may be pronounced very incompetent to the arduous undertaking. In the course of my little correspondence,

dence,

dence, Mr. Editor, I propose to examine the principles of the bill now before me, and to give an account of the scope and tendency, the expediency and utility of its several clauses. I have no doubt but the Company's case (as there treated) will fully appear to be that of a lunatic, who, though not so frantic as to be deprived of all the benefits and profits of his estate, is yet considered as too insane to be entrusted with the management and controul of it. Much do I fear that this legislative course of treatment, so little adapted to the nature and symptoms of the malady, will very speedily leave the patient no alternative from a strait waistcoat!

DETECTOR.

L E T T E R II.

MR. EDITOR,

IT is a curious but melancholy speculation, to trace the slow and insinuating advances of despotic power: to observe how an almost imperceptible change in the spirit

of public measures, under an affected scrupulosity of adherence to established forms, may gradually undermine the strongest bulwarks of public liberty. My present address is to the proprietors of India stock; but my subject is of consequence to every chartered body in the kingdom, and to every man who can feel what it is to be a Briton. Within the last ten years have the substance and marrow of all the East-India Company's corporate rights been gently and unsuspectedly frittered away, under the appearance of much candid attention to the privileges of its charters, and a studied compliance with the established principles of its institution. Every real prerogative, every solid advantage of independence, hath been melted down by piecemeal, and absorbed in the all-grasping influence of the Crown; in that influence, which, by a momentary impulse of exalted patriotism, the House of Commons voted to have increased, to be increasing, and that it ought to be diminished. In that virtuous vote is contained a sure and perfect antidote against the pernicious tendency of a bill just brought into Parliament, under the specious title of *a better regulation and government of the British possessions in India, and the security and preservation thereof*; a bill which would dissolve every

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tie of public faith, violate every barrier of personal and corporate property, annihilate the security of every grant from the legislative or executive powers of government, and establish in Asia a system of unlimited tyranny.

“ A bill for the better regulation and government of the British possessions in India.”—Where *are* these possessions—by whom acquired, and by whom enjoyed?—Certainly by *Britons*—and so far they are *British* possessions. But the possessions here alluded to are the settlements and territories belonging to the British East-India Company: *private, not national property*. Though I much fear, if this term ‘*British possessions*’ be admitted to pass in acts of the legislature, as descriptive of the Company’s estates, it will (to use an elegant legal phrase), by a fiction of law, covin, engine or deceitful conveyance, ultimately transfer to the Crown a constructive claim to those estates.

British possessions!—The words at the first sight give an idea of possessions attached to and dependent on the British Crown; in a legal and parliamentary style they can imply nothing else. Such are at this day some few of the West-India Islands, and such were at one time the Thirteen Colonies of America, now independent. But in
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this sense it is fair and decent to deny that we have any British possessions in India—and it will perplex the Crown, and the Crown lawyers, and all the lawyers both of *England* and *Scotland*, to prove that such possessions exist. I am aware that the present bill has but adopted this term from the late regulating and Judicature Acts; that the reports of the Committees, both Secret and Select, thus define the East-India Company's territorial property, and that in ordinary discourse the phrase might pass unexamined and unsuspected. But it is now time to detect the fallacy, and this is the spot whereon to make our first vigorous stand. A word is enough to the cunning as well as to the wise; and this word '*British*,' if carelessly admitted as definitive of the India Company's possessions, will soon leave it *no possessions at all*. The fact is, that since the 27th of March, 1668, when King Charles the Second ceded Bombay to the Company *for ever*, and since 16th of December, 1673, when the same King ceded St. Helena to the said Company for ever also, the Crown has had no property whatever in India, nothing that can with legal precision be styled a *British possession*. Even the 2d clause of the Bill now before me, betrays the inconsistency of the term, and

shews

shews the difficulty under which the framer of it laboured in producing any thing like a plausible description of the *British possessions*. It is as follows:—“ And whereas, during
 “ the time that the said United Company
 “ of Merchants of England, trading to the
 “ East Indies, have been in the possession
 “ and enjoyment of the said whole sole and
 “ exclusive trade to the East Indies, and
 “ parts aforesaid, the said United Company,
 “ assisted by the fleets and armies of the
 “ King’s Majesty, and his Majesty’s royal
 “ Predecessors, have conquered or other-
 “ wise acquired the kingdoms or provinces
 “ of *Bengal, Babar, and Orissa*, and also
 “ certain countries or districts situate on the
 “ coast of *Coromandel*; and also divers other
 “ countries and districts in those parts
 “ of *Asia*, commonly called the *East In-*
 “ *dies*.” It is therefore granted on all hands that the *Company* hath conquered or otherwise acquired the kingdom of Bengal, &c.&c. But it is alledged, ‘ that they were assisted ‘ by his Majesty’s fleets and armies.’ Be it so. The *Company*, trading under the sanction and encouragement of a Royal Charter, was clearly in the protection of the Crown, and entitled to its assistance. In every national war, the *Company* hath borne its share of the public burthen, in common with every other member of the
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statè, and hath also incurred extraordinary and voluntary expences to an enormous amount in defence of its own property. If his Majesty's fleets and armies have assisted the Company in Asia, the very great increase of revenue to the crown, and of wealth to the mother country, produced by the successful exertions of the Company's spirit of enterprize, hath purchased that assistance a hundred-fold; and those very fleets and armies, while in India, are mostly supported at the Company's private charge.--- If I regularly contribute my share of all the parochial rates and assessments, the parish must protect me, in common with the other inhabitants of the street, by a nightly watch. The Company have done more: they have advanced their full proportion of the general assessments; they have yielded to the heaviest duties on their trade; to the most distressing conditions in all their negociations with Government; *and have paid the watchman also.* But even were we to close with the argument adopted by the framer of the bill, it would be no easy task for him to demonstrate how the assistance afforded by his Majesty's fleets and armies, hath subjected the possessions of the Company to the power of the Crown. Colonel Clive, with the Company's own troops, gained the battle of Plassey, while the Royal fleet besieged Chandernagore:

Bernagore. That settlement, as it was conquered by his Majesty's arms, was given up by his Majesty's Ministers at the peace. Bengal, Bahar, and Orissa, are held *not in right of conquest* (for the Company restored them to the Nabob from whom they had been taken), but by a *formal deed of cession* from the Emperor of Hindostan. And to whom were they ceded? Not to the Crown or Parliament of Great-Britain, but to the English East-India Company. His Majesty's fleets and armies were sent to India to protect the national cause, against a national enemy. What assistance they might afford to the Company was on the plea and to the purpose of distressing the French. That formidable antagonist once removed, the Company's footing in the East-Indies became equally solid and extensive. After all, I would not be understood as dogmatically affecting to pronounce, that the Crown hath no right to the territorial acquisitions in Asia; but I assert that as yet there exists no public and authoritative Act declaratory of this right: and that it is beneath the dignity of the Crown to obtain that prerogative or influence by a quibbling subterfuge, which it hesitates to justify on a legal and constitutional foundation. No doubt the first regulating Act of the 13th of the King, which

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disposed

disposed of near 100,000l. sterling per annum, of the Company's property, in salaries to the Supreme Council and Court of Judicature, without the Company's consent, was a strong symptom of an intended appropriation of the entire property, when occasion should serve. The introduction of the term *British possessions* was another collateral indication of the same design. The term again occurs in the title of the present Bill, and it is now incumbent on the Company to provoke it to a legislative definition. The merits of the Bill are out of the question, until this Preliminary Article shall have been amply and satisfactorily discussed.

L E T T E R III.

Mr. EDITOR,

THE East-India Company have been long threatened with a parliamentary decision on the right of property to the territorial acquisitions in Asia: and, though the Crown has not yet formally put in its claim, encroachments on the Company's system of
 action

action have of late been so frequent and so alarming, as sufficiently to demonstrate the settled design of a gradual supercession. When every executive function, and every power of controul, shall have been not only suspended, but annihilated, the mere phantom of an obsolete title will no longer be worth a struggle. Less than a dozen years ago, when the chartered privileges of every corporate body were still considered as more than cobweb securities---when the times, perhaps, were not ripe for an open avowal of the projected innovations on public faith—the very hint of an attempt to explain away the Company's property in their Asiatic territories, under the clear and literal construction of their charter, excited universal discontent. “*Certain stubborn ideas of law and right,*” (as Mr. Burke was pleased to style them in a pamphlet, subservient to the then *patriotic purposes.*) were apprehended on the occasion. “Some active persons of the Company were given to understand, that this hostile proceeding was only set up *in terrorem*; that Government was far from an intention of seizing upon the possessions of the Company. Administration, they said, was sensible that the idea was, in every light, full of absurdity, and that *such a seizure was not more out of their power, than*

remote from their wishes.” “The original
 “plan,” which (he says before) “seems to
 “have been, to get the House of Com-
 “mons to compliment the Crown with a sort
 “of judicial declaration of a title to the Com-
 “pany’s acquisitions in India,” is now boldly
 unmasked: what could not be carried by a
coup de main, has been obtained by slow ap-
 proaches in a regular siege; the outworks
 have been all feebly defended, or basely de-
 serted; and the Lord Advocate, on a heap of
 ruins, now erects his battery against the last
 tenable quarter.

The whole powers of the Company were
 centered in General Courts, and were ex-
 exercised by the collective body of Proprie-
 tors. They elected all their own Direc-
 tors annually, and considered those Directors
 but as a *Committee* (by which name they
 were originally styled in all the charters
 of the first English East-India Company)
 of their own body, selected for the dispatch
 of business. They approved or rescinded the
 appointment and admission of all their own
 governors and servants, and declared their
 own dividends on the profits of their own
 trade. The independent performance of
 these several acts comprises almost the
 whole authority which a corporate body can
 exercise. Of these, former Acts of Parlia-
 ment,

ment, and ministerial influence together, have already diminished, or defeated the substantial effect, and the Bill now proposed will obliterate the very form. The little controul which at present remains with the General Courts over the resolutions of the Directors, and which is the last relique of their former respectability, is effectually to be abolished by the 32d clause of this new Bill. “ *And be it further enacted and declared, that the several powers and authorities by this Act given to, or vested in, the said Court of Directors, shall and may from time to time be exercised, held, and put in execution by the Directors of the said United Company for the time being, or any thirteen of them; and shall not be subject to be rescinded, revoked, altered, varied, affected, or in any respect controuled by the Court of Proprietors, or any of the Proprietors of the said United Company,*” &c. &c. The Directors therefore, or “ *any thirteen of them,*” (for these bare majorities are exceedingly convenient for ministerial purposes) are hereby effectually secured from the mortification of having their measures scrutinised, their motives detected, and their acts rescinded, by an unmanageable Court of Proprietors. No future concurrence of 420 respectable and influenced votes shall hereafter

after oppose and defeat the malicious and interested combinations of thirteen ill-advised or corrupted individuals. But, indeed, no future General Court will probably ever have a similar occasion, or a similar desire; for why should the Company interfere to serve a slave of the Court, or a tool of faction, whom they can neither promote, protect, nor dismiss? By whom, if they are not betrayed or ruined (and it may possibly be his interest to do both) they will inevitably be insulted and despised. They will, indeed, have one consolation, that of seeing their Directors reduced to their own level of insignificance; notwithstanding the humiliating terms of this 32d clause, which too manifestly indicates the foreness of ministerial disappointment on the late virtuous efforts at the India House. If the General Courts may no longer revoke, or alter, or controul the powers and authorities of the Court of Directors, the Directors themselves shall be completely manacled and handcuffed in the exercises of those boasted powers and authorities. Their choice of their own Governor General, and the members of the Supreme Council, shall be reduced to a mere *cong e d'elire* (clause 27); and they shall have no power to dismiss any of them from their service (clause 31). For, "in
" case

“ case the Court of Directors of the said Uni-
 “ ted Company, shall at any time be dis-
 “ satisfied with the conduct of any Gover-
 “ nor General and Captain General of all
 “ the British settlements in India, or any of
 “ the Members of the Council of the *same*
 “ *Presidency*” (meaning, I suppose, Cal-
 cutta), “ and shall be desirous of his or
 “ their, or any of their recal or removal, the
 “ the said Court of Directors *shall have full*
 “ *power and authority,*”—to do what?—
 not to order and compel them to obey;
 not to suspend or remove them for disobe-
 dience; not to exercise any of those acts
 which it is yet constitutional for them to
 resolve, and (with the consent of the Pro-
 prietary) to enforce—but “ to represent the
 “ same to his Majesty, his heirs and suc-
 “ cessors, to the intent his Majesty, his heirs
 “ or successors, may have knowledge there-
 “ of, and may, upon due consideration and
 “ advice thereon, *take such measures con-*
 “ *cerning the same,* as to his Majesty, his
 “ heirs or successors, in his or their royal
 “ wisdom, and justice, *shall seem most fit and*
 “ *expedient.*” A very consolatory compen-
 sation for those powers and authorities held
 by law under the present charter, and sanc-
 tioned by Parliament for above eight years
 to come!—Thus we may observe, that, if
 the

the Company, in their general and corporate capacity, are laid at the feet of their own Directors, these tyrants of the Company are with retributive justice made to crouch under the throne. One privilege indeed the Directors will lose by this Act, of which it is impossible to say too much, and which I think can hardly be made up to them by the most liberal extension of the present mode of conferring contracts, lucrative jobs, and all other ministerial douceurs, whose value is already so well ascertained by the able calculators of Leadenhall-street: I mean the chance in which each individual among them now stands, of becoming Supreme Counsellor, or even Governor General of Bengal. This system of bestowing the chief offices in India on members of the Court of Directors (however liable to be abused) is most certainly the next laudable and advantageous expedient to that of suffering those who have served a regular gradation of duty through all the Company's service abroad, to rise by succession and rotation to seats at the Council-board. But if the new act should take place, local knowledge or personal experience will operate as decisive disqualifications for serving the Company; and the first pretensions of their servants, in all their most confidential and arduous

duous employments, will be *ignorance* and *incapacity*. At present, by a very severe and undeserved stigma, those who have been in the Company's service abroad, are prohibited from becoming candidates for the Direction at home, until they shall have been a year in England; and by the 30th clause of the new bill, "it shall not be lawful for the said Court of Directors, upon any vacancy or vacancies which shall happen in the respective offices of Governor General and Captain General, or Counsellor in the Presidency of Fort William in Bengal, or of Governor and President, or Counsellor in the Presidencies or Settlements of Madras, Bombay, or Bencoolen, to nominate any person or persons to supply any such vacancy—or provisionally appoint any person—to succeed thereto—respectively, *who is or are, or shall be at the time of such nomination or appointment, a Director or Directors of the East India Company, or shall have been a Director—at any time within the space of four years preceding such nomination or appointment.*"—I shall expect soon to see the *Droite d'Aubaine* take place here with respect to those unfortunate and proscribed wretches, who have wasted the prime of their lives in the Company's foreign ser-

vice. Little else remains possible for them to suffer.

DETECTOR.

L E T T E R I V.

Mr, EDITOR,

IN my last I stated some of the immediate rights and privileges which the executive branches of the Company's authority, the Court of Directors, and General Court of Proprietors, would respectively lose by the new Bill; as a farther illustration of the same subject, and a more direct proof of the dangerous crisis to which all civil liberty is driven by the *principles* of this Bill, I shall here, in a summary way, demonstrate the enormous accession of power which would from thence accrue to the Crown: under a hope, that those whom no other motive can persuade to behold with the smallest candour the dreadful situation to which the Company are reduced by tyrannic influence, will at least shudder at the introduction of so fatal a precedent for other,

and

and more home-felt augmentations of regal prerogative.

The first twenty clauses of the enacting part of the Act, describe the powers, civil and military; to be given to the Governor General, and Captain General of all India; —whom (as I am aware that not being expressly appointed to represent *Majesty*, he cannot with propriety be termed *Viceroy*) I shall, for the sake of brevity, and with proper conformity to oriental phrases and manners, in future, denominate the BASHAW. —In my next letter, I propose to take a full survey of his delegated authority, and in the mean time, can assure your readers; that no three-tailed minion of the sublime Porte ever enjoyed a more enlarged, or more despotic jurisdiction. This *Bashaw*, (however nominally and speciously he may by the 5th clause be made “ subject—to such orders, “ and instructions, as he shall from time to “ time receive from the Court of Directors “ of the said united Company,) “ it shall “ and may be lawful to, and for the King’s “ Majesty, his heirs and successors, by any “ writing or instrument under the Royal “ Seal manual—to be countersigned by one “ of his Majesty’s principal Secretaries of “ State, or otherwise; at his or their royal “ will and pleasure, to recal or remove;”

---as also “ the Members of the Council
 “ of Fort William aforesaid, to be at any time
 “ hereafter appointed;---as also all, or any of
 “ the Governors and Members of the Coun-
 “ cils of the Presidencies or settlements of
 “ Fort Saint George, Bombay, and Ben-
 “ coolen, or other British settlements in In-
 “ dia, for the time being ; and to vacate, and
 “ make void all and every, or any appoint-
 “ ment or appointments, as well absolute as
 “ provisional, of any person or persons to
 “ any of the offices or places aforesaid.”
 (Clause 25.)

The reigning Bafhaw, and his Council,
 being thus removed by the Fiat of Majesty,
 it is provided by the 27th clause, that the
 Court of Directors “ immediately after every
 “ fuch vacancy or recal fhall have been no-
 “ tified to them, or within 14 days after re-
 “ quifition fhall be made to them by one
 “ of his Majesty’s principal Secretaries of
 “ State, fhall proceed to chufe and nominate
 “ a fit and proper person or persons---to
 “ fucceed,” &c. &c. “ and in cafe the per-
 “ fon or persons fo chofen *fhall not be*
 “ *approved by his Majesty*,---then within
 “ seven days after” (notification thereof)
 “ the faid Court fhall proceed to chufe and
 “ nominate fome other person or persons---
 “ and fo *toties quoties*,” until his Majesty
 fhall approve of their choice.

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By this clause the right of nomination insidiously and jesuitically reserved to the Court of Directors, is reduced to a meer *cong  d' lire*. For if it be allowed that it is absolutely necessary there should be any Governor and Council at all, the Crown may persist for ever in rejecting the persons chosen by the Directors for those offices, and the choice must ultimately fall on them whom his Majesty shall be pleased to *recommend to be chosen*.—The Crown can at present nominate a judge, or recommend a Bishop—but once appointed, they remain *quam diu bene se gesserint*. The Bashaw of India is to be created on a more manageable plan: and while his powers of despotism over fifteen or twenty millions of people will far exceed all authority known to the British Constitution, his dependence on the hand that raised him, must be proportionably abject and slavish; his office will become a meer appendage to ministerial liberality, as changeable as the Government at home, and changing hands regularly with them: and it will be necessary for the Company to have a certain number of packets always lying ready for the annual, or more frequent recalls and re-appointments of *Whig Bashaws and Tory Bashaws*: all nominated *of course* by the Directors, and all approved

approved by his Majesty.---It will not avail the Directors, if they happen by chance, *or on more solid motives*, to wish for the continuation of their Bashaw for the time being, to hesitate; and, by feigned or unavoidable delays, procrastinate the nomination of his successor, in hopes that Majesty may relent, or circumstances change in his favour. The 28th clause debars them of all hope. "In case, and so often as the said Court
 " of Directors shall refuse or neglect to proceed to any such choice and nomination
 " *within the time aforesaid*" (only fourteen days), " then, and in every such case, and
 " so often as the same shall happen, it shall
 " be lawful for his Majesty--to constitute
 " and appoint--such persons or persons--
 " as his Majesty shall think proper."---So that, if thirteen Directors can but be persuaded to persist for one fortnight in a refusal to nominate their (or rather the Crown's) Bashaw; or if they shall not have been able to come to a decided choice within that period, the Royal sign manual settles the matter at once: and a man whose very name never reached Leadenhall-street, comes armed with an *imperial firmaun* to demand from them unlimited controul over all their property and all their servants. If
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they should have foreseen this probable inconvenience, and wish to prevent it, by a timely nomination of provisional successors to their most confidential offices, the new act has even *there* effectually disappointed them: for such provisional nominations "it shall and may be lawful" (by the 29th clause) "for his Majesty---without the consent of the said Court of Directors, or of the said United Company, to revoke and vacate." Indeed, as a very particular grace, it is liberally permitted the said Court of Directors, by the same 29th clause, to annul ("with the consent of his Majesty, his heirs, or successors") these their own provisional nominations: and also (*which I think can never be granted for any good design or purpose*) the said Court of Directors may give salaries to such persons as shall by them be so provisionally appointed, before their becoming entitled to, and taking upon themselves the several offices, if the said Court "expressly order and direct any such salary to commence and be paid at an earlier period, in which case the same shall take place, as the said Court shall direct." Who so blind as not to discern at least half a dozen Ministerial sinecures, at the Company's expence, lurking beneath the flimsy artifice of this paragraph?---A provisional

Bashaw,

Bashaw, and his provisional Council, amply provided with *the directions and orders of the said Court* for their provisional salaries, for one, two, three, or any indefinite number of years, hired meerly to give their votes at St. Stephen's, or for some other such laudable service, without the smallest intention in themselves to venture over a ship's side on the Company's account, or in their Masters to emancipate them from domestic drudgery!!!

By the 31st clause the Bashaw is rendered compleatly and *ipso facto* independent of all authority whatsoever, as far as the Company or the Court of Directors are any way concerned—and his Majesty is left at full liberty to reject all applications from the said Court of Directors for the removal of the Bashaw or any of his Council, in case the said Court should (on what plea or motive soever) “be dissatisfied with them, and be desirous of his or their recal.”

The 64th and 67th clauses finally rivet the Company's fetters, as they give to the Crown powers of removing and appointing all the Governors and Counsellors of all the different presidencies and settlements in India, the same in every respect as we have already seen it to be vested with in
 regard

regard to the Supreme Government of Bengal.

While all the rights and privileges of the East-India Company, as a corporate body united under a Royal Charter, are thus wantonly sacrificed to the prerogative of the Crown, their very property is no less effectually (though in a manner somewhat less glaring) attacked in the 7th clause of the new Act, by the direction of a *new official seal* for the public use of the Basha in all his orders, resolutions, proclamations, and other acts of government.

The Company carry on all their official and political correspondence in India, through the hands and in the name of their Governor or President at each settlement respectively: and each Governor or President has (in conformity to the universal and unvaried usage of the Asiatics) a seal engraved in Persian characters, with his name, or titles, or functions (as the case is): and for acts of internal government, the inscription on the seal expresses both the powers of the Company, as Dewan of Bengal, Bahar, and Orissa, &c. &c. and the name of the reigning Mogul Emperor, as paramount of Hindostan. If it were necessary to devise a mode by which the utter annihilation of the Com-

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pany's existence should at once be clearly and authoritatively conveyed to the Indian Princes, and natives of every denomination, nothing could be so plausibly recommended for the purpose, as a change of the customary seal. — “ *Whose image and superscription is this?* ” would they say to each other, on observing the uncouth letters and monstrous figures on the new impression. “ What revolution hath taken place in the stamp which used to give efficacy to all orders, authenticity to all devices, and validity to all treaties? ” — The answer would consign to perpetual oblivion, the very name of the Company, and supersede it with that of KING GEORGE. The application of this seal (which the Bashaw is expressly ordered by clause 22d to carry with him, if he should think it necessary to go to any or all of the Company's other settlements in India, and to use the same in all public Acts) would most emphatically declare to all the Asiatic world, the full assumption of all executive and political powers, in the name and for the service of that Monarch to whom those royal arms appertained.

DETECTOR.

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L E T T E R V.

MR. EDITOR,

I Cannot help considering the proposed bill, *for regulating the British possessions in India*, as an instance of most deliberate treachery against all the Principles of our present Constitution. Every paragraph suppresses the exercise of some positive Chartered Right, or wantonly sacrifices some portion of political freedom. I had flattered myself that my two last letters contained a full statement of the balance in favour of the Crown, in the new Account Current with the Company; but, in the 15th clause, (page 10th) I discover an omitted article, which alone is sufficient to demonstrate the iniquitous scope and purport of the whole corrupt composition. “ *And be it* “ *further enacted*, That it shall and may be “ lawful for the said Governor General, “ and Captain General of all the British settlements in India, for the time being, and “ he is hereby authorized and empowered, “ *on behalf of the said United Company*, and “ IN THE NAME OF HIS MAJESTY,

“ his heirs and successors, from time to
 “ time, to negotiate and conclude treaties of
 “ Amity, Peace, *Commerce, or Alliance,*
 “ with any of the Indian Princes or Powers,
 “ or to declare, make, and levy war against
 “ any Indian Prince or Power, who shall
 “ commence hostilities,” &c. &c. “ against
 “ the British Nation in India, or against any
 “ of the possessions, &c. of the said Com-
 “ pany, or against the Subjects, Possessions
 “ or Dominions of any Indian Prince or
 “ Power, whose Subjects, &c. the said Com-
 “ pany shall have engaged by any former,
 “ or shall engage by any future Treaty, to
 “ defend and guaranty.” But a war car-
 ried on, or a peace concluded, or a treaty
even of commerce negotiated ‘ *in his Majesty’s*
 ‘ *name,*’ will not inspire any Indian Prince
 or Power with many favourable ideas of
 the Company’s respectability, or seem cal-
 culated for any liberal purposes, ‘ *on behalf*
 ‘ *of the said Company.*’ His Majesty would
 become the principal and sole Axis of all
 political transactions in India—and even
 the unperceived and imperceptible Rana
 of Gohud would treat on equal terms with
 the Sovereign of the British Empire. The
 Company, in the mean time, would have
 no greater credit or importance in public
 affairs, than may be acquired by the splen-
 did

did employments of sorting mulmuls, and weighing salt-petre.

But it is now time to take a nearer survey of that monster of despotism, *the Bashaw of all India*; who, like his Prototypes of Bagdad or Aleppo, possessing an almost absolute authority over the lives and fortunes of millions, is an abject slave to every passion or caprice of the power that created him, and can no more dispute a mandate *under the sign manual*, than he can break with impunity his Oath of Allegiance. By the fifth clause of the Act, it is provided, that “ the whole civil and
 “ military government of the---Presidency
 “ of Fort William, in Bengal; and also
 “ the ordering, management, and govern-
 “ ment of all the---territorial acquisitions
 “ and revenues, and the superintendence
 “ and controul, as well *internal as exter-*
 “ *nal,*” (mark that,) “ over the respective
 “ Governors, Presidents, and Councils of all
 “ the other Presidencies or Settlements es-
 “ tablished by the said United Company,
 “ and the Chief Command over all other
 “ Commanders, Captains, Officers, and sol-
 “ diers employed, or to be employed, by
 “ the said United Company in India, shall
 “ be, and the same are hereby vested in the
 “ ---Governor General and Captain General
 “ of

“ of all the British settlements in India for the
 “ time being.”—This is the grand Patent of
 the Bashaw’s office; the sum total of his
 prerogatives, and the general key to all the
 clauses of the Bill. At first sight, it is evi-
 dent that a military man only can be com-
 petent for the discharge of the military part
 of the proposed duty, and as such, I hold
 him almost necessarily and officially incap-
 acitated for the civil functions of a commer-
 cial government, and the minute perplexi-
 ties of mercantile affairs.---He is to be as-
 sisted (clause 6) by four splendid fantoms,
 under the title of Counsellors, whom he
 may summons to meet and advise him in
 Council from time to time, “ *and as often*
 “ *as he shall think fit :*” but “ if it shall at
 “ any time happen that the said Governor
 “ General, and Captain General, shall pro-
 “ pose any order, resolution, or other act in
 “ Council, and the major part of the Mem-
 “ bers, or even all the Members of the said
 “ Council, shall differ in opinion from him
 “ concerning the same, and shall refuse their
 “ consent to the passing thereof. . . . *and such*
 “ *Members (cannot) be brought to adopt the*
 “ *opinion of the said Governor General and*
 “ *Captain General, then, and in every such*
 “ case---the said Governor General and Cap-
 “ tain General,” (first taking an oath of his
 belief

belief of the necessity of the measure,) “ is
 “ hereby authorized, *by his sole authority*, to
 “ command the same to be carried into exe-
 “ cution, notwithstanding the dissent of the
 “ Members of the said Council.” (Clause 13.)

—As a proof of his independence as far as concerns the Company, and a badge of slavery to the Crown, the Bashaw is to use a seal, “ bearing the device, sculpture, and representation of *his Majesty's Royal Arms*, “ within an exergue, or label, surrounding “ the same, with this inscription, “ the British Seal for India.” (Clause 7.)—I have already declared my opinion of the motives which led to the injunction of this new Seal for the political government and correspondence, and of the consequences to which it will most assuredly conduce: I shall therefore only add, in this place, that an impression of animals and figures is exceedingly repugnant to the customs and religious system of all the Mahomedan inhabitants of India, and argues a very great ignorance of, and inattention to their prejudices, or an intentional insult on their feelings.—We have seen, by the 13th clause, an absolute power given to the Bashaw, of enforcing any act which he shall think proper, even against the advice of all his Council.—The 11th clause adds to his authority for carrying all his own propositions

positions into full effect—that of totally annulling and quashing, *without cause or reason alledged*, all those of his Council, as “no Act, Resolution, or Order, shall be called or deemed (such), or be carried into execution---without the special consent of the said Governor General and Captain General.” The 16th clause empowers him to levy, arm, muster, *command*, and employ the armies, troops, and soldiers, in the pay of the said Company, in India; and “in case of invasion, actual or imminent”—to enforce military law on “*all persons whomsoever, residing within any of the lands, territories, and dominions, of or belonging to, or subject to the government of the said Company in India*, to resist and repel, *both at land and sea*, all enemies, pirates, and rebels, and such to pursue, in or out of the limits thereof.” By this tyrannous permission, the Bashaw is justified in forcibly arming all or any part of the Ryots of Bengal, and in compelling them to take a sea voyage against the principles of their cast, and at the certain loss of their lives in a pertinacious and conscientious refusal of all nourishment on ship-board, for the purpose of repelling an invasion in the Northern Circars.---I need be at no farther trouble for objections. He has also, by the 17th and 18th clauses,

clauses, authority to seize and imprison all persons suspected of illicit correspondence with Indian or European powers; and, if the information be upon oath, may secure and take into custody even the Commanders of his Majesty's ships or squadrons, or any persons under them, or any Member of the Supreme Court of Judicature, or any Company's servant.

It is also provided by the 21st clause, "that
 " from and after the commencement of this
 " Act, all and singular the Governors, and
 " Presidents, and Councils of all the towns,
 " forts, factories, presidencies, and settle-
 " ments, which now are, or hereafter may
 " be erected or established by the said Com-
 " pany in India, shall be dependent upon
 " and subordinate to the superintending and
 " controuling power of the said Governor
 " General and Captain General of all the
 " British settlements in India, *in all cases*
 " *whatsoever*, civil and military, respecting
 " the government and administration of their
 " respective governments and settlements;"
 and "if, at any time hereafter, any dan-
 " gerous commotion should arise, or fla-
 " grant mismanagement be committed,"
 (clause 22,) at any of the subordinate settle-
 ments, the Bashaw "may, in person, repair
 " to such presidency or settlement, *taking*
 I " *with*

“ *with him the seal aforesaid,*” and on Proclamation being made of his arrival, “ all
 “ the power and authority of the Governor,
 “ President, and Council thereof, shall be
 “ suspended, and the whole and sole order-
 “ ing, management, and government of
 “ the said subordinate presidency or settle-
 “ ment shall be vested in the said Governor
 “ General and Captain General, so long as
 “ he shall there remain.” He may also dis-
 miss and send to Europe the former Presi-
 dent and Council, and appoint others provi-
 sionally in their places.—I must here re-
 mark, that when the 13th of the King first
 took place in India, and a majority of the
 Supreme Council of Bengal came from
 England to govern the political concerns of
 India, without having passed through the
 several gradations of employment in the
 Company’s service, it was judged highly
 necessary for the interest and well-doing of
 the Company, that a Board of Trade should
 be established of such of the Company’s
 civil servants as, being senior in rank, had
 naturally acquired most experience and know-
 ledge in the several branches of the Com-
 pany’s commerce ; these were to have the
 whole and sole management of all the Com-
 pany’s mercantile transactions in Bengal ; for
 attention to which the Supreme Council
 were

were supposed inadequate, from the multitude and intricacy of their financial and political speculations, as well as incapacitated by an utter inexperience in commercial matters.—This Board of Trade (for aught that appears to the contrary in the new Act) it is still proposed to retain, and therefore the new Bashaw and his Council would still, in Bengal, be debarred by law as well as by habit from giving any attention to the rules, or principles, or practices of the Company's trade. But by this 22d clause, whenever the Bashaw shall judge it expedient to take his person and his seal to Madras, Bombay, or Bencoolen, he becomes paramount in commerce as well as in politics, and controuls the Company's investment with as little ceremony as he contradicts his own Council.

We have seen above, that, by the 13th clause, the Bashaw (on taking an oath) may enforce any Act or Resolution of his own, against the advice and consent of all his Council: and, by the 11th clause, that without an oath he may quash every proposition of his Counsellors by the meer withholding of his consent. It should therefore seem, that by these two clauses the power of the Bashaw was extended to every thing that can be called reasonable or decent in any specious system

system of government, and the ostensible functions of the Counsellors debased as low as any man with a spark of human feeling about him could submit to degrade himself by accepting.—But by the 23d clause, we may remark a refinement of despotism well worthy of Asiatic invention: as the Bashaw is there instructed how, without the trouble or expence of an oath in the one case, or the mortification of putting a negative on the wishes of his Council in the other, he may exercise his double prerogative at Calcutta in its whole extent, and take his full swing of political authority, joined to an efficient and irresistible sway over all the official departments of Commerce at some subordinate settlement into the bargain. I must therefore once more intrude (Mr. Editor) on the patience of your readers, for somewhat of a long quotation, which I offer as a hint to the new Bashaw never to reside in Calcutta ; and to his Council never to be at the fatigue of advising, or the responsibility of executing any measure of Government, but to pocket, as quietly as may be, the miserable wages of their own insignificance.—(Clause 23) “ And be it further enacted, “ that when and so often as the said Govern- “ nor General and Captain General shall be “ absent from the said Presidency of Fort “ William,

“ William, either upon his visitation of any
 “ of the subordinate Settlements, or other
 “ occasion, the ordering, management, and
 “ government of the said Presidency shall
 “ remain in, and be exercised by the other
 “ Members of the Council remaining at
 “ Fort William, in Bengal,” &c. &c. ---
 “ *Subject nevertheless to such orders as they*
 “ *shall have previously received, or may*
 “ *from time to time receive, from the said*
 “ *Governor General and Captain General of*
 “ *Bengal for the time being.*”

DETECTOR.

LETTER VI.

Mr. EDITOR;

THAT part of the new *Bill for the bet-
 ter regulation and government of the
 British possessions in India*, of which I have
 in my last letters displayed the dangerous ten-
 dency and purport, fully authorises my firm
 conviction that the whole will be unani-
 mously rejected by the Legislature with more
 than ordinary marks of scorn and detesta-
 tion.

tion. An attempt to vest in the Crown the sole appointment and dismissal of all the Governors, Presidents, and Counsellors employed in the Company's service in India, and by these means the entire controul and disposal of all that property holden by the Company in right both of its Charter and of repeated Acts of Parliament, will certainly excite very strong sensations in those who wish to preserve the general balance of our present Constitution. A covert and indirect invasion of the Company's possessions, without the proof or even the pretext of any legal claim, while it betrays a dirty pettifogging meanness of imposition, that would disgrace both the parts and the conscience of a beggarly attorney, will, without doubt, be strongly reprobated by all who foresee the consequences of innovations on chartered and parliamentary securities. Those who deprecate the increase of venal and corrupt influence in our Government, will assuredly oppose so great an addition to Ministerial importance, as would be acquired by the arbitrary means of gratifying twenty more dependents with most lucrative appointments abroad, and of granting provisional salaries (clause 29) to five others at home. Men, who with a more extensive liberality of sentiment feel for the cause of general liberty,

and

and look beyond national prejudices to a consideration for the common independence of mankind, will be interested by the most exalted of human passions, sympathy for the situation of several millions of Asiatics, as well as some hundreds of their own countrymen, exposed to all the worst effects of avarice, ignorance, caprice, or brutality, in a delegated tyrant, for whose acts of *legal* despotism the quickest possible termination cannot be hoped in less than six months, and who, at the bare peril of an oath, is *authorised* to take upon himself the perpetration of every enormity that human invention can suggest. These being the ostensible and incontrovertible principles of the new Bill, have required neither art nor industry to display them in their proper colours.— But as I do not suspect it to have much chance of attaining to any active powers of existence, I should think it an unpardonable trespass on the public, were I, in the present stage of the business, to dissect with so much minuteness of attention as I have hitherto employed, the other objectionable Members that still obtrude themselves on my notice. I already discern ample materials for a dozen letters were they yet necessary, on the eight clauses from the 40th to the 47th inclusive:—On the certain seeds of future contention
sown

fown in the new powers intended for the
 Supreme Court ; in the "*active as well as de-*
 "*liberative voice*" given to the Judges equal-
 ly with the Supreme Council, for making
 and issuing "such rules, ordinances, and
 " regulations, as shall be deemed just and
 " reasonable for the good order and civil
 " government of the said kingdoms of Ben-
 " gal, Bahar, and Orissa, and of the coun-
 " tries or districts situate on the coast of
 " Coromandel, known by the name of the
 " Northern Circars" (to which the power or
 influence of the Supreme Court of Judica-
 ture at Calcutta has never yet had the shadow
 of a claim), "and of all other Countries and
 " Districts in India, which now are or here-
 " after may be subjected to the government
 " and controul of his Majesty, or of the said
 " united Company : and also for the better
 " ordering, management, and government of
 " the territorial acquisitions and revenues,
 " and all other rents, -profits and revenues
 " arising and growing due to the said Com-
 " pany within the same, or any of them :
 " and also for the assessing and levying---
 " reasonable taxes and impositions----and
 " also duties of export, import and transit,
 " on all goods, wares, and merchandises."--
 &c. &c. — How far, I say, these very un-
 usual fiscal functions bestowed on the Judges
 may

may suit the interests of the Company, or contribute to the benefit of the state, may be left as a subject not ripe, nor likely to ripen, for discussion. From thence to the 80th clause (except so much as relates to the new mode of appointing Governors and Counsellors to the subordinate settlements) is but a supercession of powers already granted to the Company by former Acts and Charters, or a recapitulation of orders even now in force, or affected refinements on the late and former Judicature Acts. — How the Framers of the 81st clause, which recommends the establishment of salaries in the revenue department on a liberal plan, “*as a satisfaction for the due and punctual performance of that duty,*” will reconcile his proposition here quoted, to that of the 89th clause, which enacts, that lists of all the *civil* and military offices and employments shall be sent home, accompanied with schemes of œconomy, and advices how the same may be better regulated, &c. &c. is not for me to explain. Sure I am, that repeated efforts for “retrenching unnecessary expences, and for introducing a just and laudable œconomy in every branch of the civil and military service,” have already been exerted as far as reason, justice, and the comparative duties of different stations;

and necessary gradations of rank and precedence will admit. Expences may be thrown into different forms, emoluments may be transferred to new channels, plausible pretences may introduce flattering innovations,—but the real and ultimate charge to the public is already as low as the public service will bear. If Acts of Parliament shall continue to confer enormous salaries in pounds sterling to new Governors and Counsellors, and to give a licence (not likely to grow obsolete for want of application) to the Court of Directors for granting other provisional salaries to provisional Governors, &c. *all out of the Company's pocket*, the sum total of expenditure will certainly and necessarily increase, in spite of the most jealous and illiberal scrutiny into all the little perquisites and established emoluments of office in India. In these cases, what individuals may lose will be infinitely beyond all proportion of what the public can possibly gain: and I affirm, with the utmost confidence, that more than what can be subtracted from such emoluments will and must (even by the very reasoning of the 81st clause) be added to salaries.—I shall now just slightly run over the concluding clauses, *those fringes of the bill*, and for the present take my leave ;

not

not without pledging myself to go into the merits of each particular article, should the mongrel fœtus of servility and despotism fail to be stifled in its birth. An Act intended for the benefit of our Asiatic fellow-creatures, should be the result of much dispassionate reflection, philosophical experience, and disinterested philanthropy. While the causes of our calamities in India are so miserably misunderstood and so shamefully misrepresented, every new political prescription adds to the complication of disorders. What substantial wisdom or sound policy can be discerned in visionary schemes for the restoration of dispossessed Rajas and Zemindars, or a restitution of their old feudal authority and jurisdiction (and that too under the sanction of a British Act of Parliament!)? (clause 82) as if the ridiculous canting proposals for restoring “the said dominions to their antient state of splendor and opulence” by such frothy projects, had really been *proved*, as well as “*represented to the High Court of Parliament.*” — The 83d clause argues a profound ignorance of the internal state of the Country Government, with respect to the Revenue, or else (which is as little admissible in an Act of the Legislature) the words “Phougdarree Court” are *by mistake* inserted for the Words “Court of Dewanny A-
 K 2 “daulet,

"daulet," and at all events it militates against the jurisdiction proposed by the 82d clause to be restored to the Zemindars.— The 84th clause is an echo to the 44 Resolutions of the Secret Committee, as far as they tend to reprobate the pursuit of "Schemes of Conquest and Extent of Dominion;" viz. those very points, on which the resolutions themselves failed to impress conviction on any well-informed mind. Schemes of Conquest, and a wish to extend our Dominion, are ideas perfectly distinct: they have indeed both been imputed to Governor General Hastings, and both in every instance *have been repeatedly, can be at present, and shall be at any and every future period,* solemnly disavowed, and satisfactorily disproved *upon full and authentic testimony.* Let the learned Framers of the Bill step forward, and produce his *vouchers* that Mr. Hastings hath ever "*wilfully* adopted or countenanced a System tending to inspire a reasonable Distrust of the Moderation, Justice, and good Faith of the British Nation"—and I assure him the charge shall be formally and pointedly refuted. These assertions, I own, are vague, but none else can be adapted to his present vague futile and general accusations. When he has *established* his several Criminatory Articles,

or when the metaphoric Orator on the other side of the house (who, like an unruly elephant, cannot be trusted in public without a camel on each side to keep him in order,) has reduced his erratic hyperboles to *plain reason and matter of fact*, then, and then only, will be the proper time for speciously bringing forward a Bill to remove the Author of the Mahratta Peace, and the Saviour of the Carnatic.

The debts of the Nabob of Arcot, and those of the Raja of Tanjore (including, I suppose, the sums borrowed to pay his Agents and Embassadors residentiary) are required by the 86th and 87th clauses to be investigated, which surely did not need the interference and express injunction of an Act of Parliament. An order from the Court of Directors might at least be competent to their examination, tho' perhaps assistance might be wanting to enforce their liquidation. I had almost forgotten the 85th clause, which sanctions the independence of the Raja of Tanjore by Parliament (*no parliamentary enquiry having taken place on the subject*), on the principles recommended to, and adopted by Lord Pigot.

I shall now take the privilege of an old correspondent to leave off abruptly and without ceremony. While India matters are the
subject

subject of discussion, and particularly so long as one of the most respectable characters in the British Empire *shall be wantonly and injuriously* attacked, you, Mr Editor, and the public, may expect occasionally to hear from

DETECTOR.

May 10, 1783.

OBSERVATIONS

OBSERVATIONS *on the* EIGHTH RE-
PORT *of the* SELECT COMMITTEE.

AT the conclusion of the Rohilla War in 1774, a Treaty was made between the late Vizier of Oude, and Fyzoolah Khan, one of the Rohilla Chiefs — whereby the latter, on certain conditions, was put into the possession of Rampore, and some other districts in the Rohilla Country (8 Report, page 18) as a Jagheer for the amount of 1475000 Rupees per annum (page 4). In 1778, the Company (through their Resident at the Court of the present Vizier) became Guarantees to this Treaty (page 9). In September, 1781, the Governor General of Bengal, in a new Treaty of Alliance between the Company and the Vizier, assented to a modification of this Guarantee: by which the Vizier was to be permitted, at some future period, to resume the ceded lands, on condition of paying the annual stipulated amount of the Jagheer from his own Treasury, through the hands of our Resident. But as the Governor General apprehended some political inconveniencies both to the Company and the Vizier from this proposed
Resumption

Resumption of the Jagheer lands, he reserved the actual execution of that Article in the new Treaty to an indefinite term, subject to the future interposition of our Government. (Page 17.)

This is the outline of '*the Case*' which the Select Committee have thought it their Duty to represent to the House in their Eighth Report, and on which they appear to have implicitly adopted the general and particular censure expressed by the Court of Directors in their general Letters to Bengal, dated 12 July, 1782, and 14 Feb. 1783. (Pages 18, 19, and 20.)

“ To procure and maintain the peace of
 “ India—to quiet the Fears of the neigh-
 “ bouring Powers, who, from the Conduct
 “ of our Servants, have had too much reason
 “ to be jealous of our Encroachments—to
 “ adhere strictly to Treaties, and never to be
 “ the aggressors—to secure to the Natives
 “ under the immediate Government of the
 “ Country the undisturbed Exercise of their
 “ Religion and Customs, and to encourage
 “ Cultivation, Manufactures, and Com-
 “ merce—are the means by which we hope
 “ to regain the Confidence of the Native
 “ Princes, and the Attachment of the Peo-
 “ ple. By such means, and by such alone,
 “ we may hope to see our affairs once more
 “ flourish

“ flourish, and Permanency *again* given to
 “ the Company’s Possessions in the East-
 “ Indies.”

In the canting philanthropy of this plausible paragraph, the Select Committee seem to have discovered a most severe and pointed Arraignment of the Governor General’s Conduct in the *Case* above related. For my own part, I can only discern in it such a heterogeneous jumble of internal administration with external politics, such general and indefinite references to the *Whole of India*, as if it were all comprised under one universal system of Government, and actuated by the same common plan of policy, that so far from containing Censure, I doubt if it can ever be strained into meaning.

“ *To procure and maintain the Peace of
 “ India,*” we ought certainly to be Paramount, and must necessarily interfere in all the disputes among the Indian Princes; but this is diametrically the reverse of that Conduct which our Governments are instructed to pursue. “ *To quiet the fears of the Neigh-
 “ bouring Powers;*” and particularly to obviate the “ *Reasons they have to be jealous of
 “ our Encroachments,*” we must withhold every degree of influence in the interior management of the respective Territories of those Powers; and yet we cannot possibly

“ secure to the Natives, under the *immediate*
 “ *Government of the Country*, the *undisturbed*
 “ exercise of their Religion and Customs,”
 (whatever we may do to those under the im-
 mediate Government of the *Company*) with-
 out continual and very strenuous exertions
 of authority over the immediate Govern-
 ment of that Country whose Natives we
 would thus secure.—If we encourage *Com-*
merce, we need be in no pain about the *Cul-*
tivation and *Manufactures*. They will im-
 prove of course. But if any other *Encou-*
agement be here implied, it can certainly
 take place only in those Territories over
 which the Company exercise an exclusive
 Jurisdiction.—“ The means by which we
 “ may hope to regain *the Confidence of the Na-*
 “ *tive Princes*” are surely very different from
 those which we must pursue to acquire “ *the*
 “ *Attachment of the People.*” For the first
 object, we are bound to be cautious in the
 extreme, lest we afford a pretext for disobe-
 dience, or support any presumptuous preten-
 sions in the Subjects of any Native Power
 towards their Sovereign, either by the per-
 sonal protection of a Resident, or the pub-
 lic Authority of a Guarantee. If therefore,
 under the plea of “ securing to the Natives”
 (such, I mean, as are not our own immediate
 subjects) “ *the undisturbed Exercise of their*
 “ *Religion*

“*Religion and Customs,*” we officiously obtrude our own ideas and principles of relative and distributive Justice, as Rules of Action for the Country Powers in the Exercise of their own Dominion over their own Subjects; if we are for prescribing the measure of Obedience due from the Vassal to his Lord; and, on the pretence of protecting the people, avowedly exert an unlimited Controul over the Prince, we shall never “regain the Confidence of the “native Princes,” nor (except by the Jus fortioris) “procure and maintain the Peace “of India.”

Upon the whole, this moral and benevolent Paragraph can but at most be construed to express the Sense of the Court of Directors, that it would be good policy in their Governments abroad to exercise a liberal and lenient Jurisdiction over their own Territories, and to concern themselves as little as possible with those of their neighbours.

“It is exceedingly proper,” say the Court of Directors, in the Paragraph immediately preceding that which I have just analysed, “that your Government should see that Fy-zoolah Khan fulfills his Engagement with the Vizier, according to the Treaty guaranteed by the Company.”—Much as this

acute observation must have cost of deep and painful thinking to the Four and Twenty Directors, it would not have been labour ill-bestowed to have gone a step farther, by considering *how* the Government was to see this Engagement fulfilled : for the whole of the question seems to me to turn upon *the Mode of Conduct proper* to be adopted upon this Occasion. For instance, if Fyzoolah Khan were under the acknowledged Government of the Company, *their Orders* must be deemed sufficient to bring him to a Sense of his Duty. If he were a Subject of the Vizier, by withdrawing our Guarantee, on proof of his violation of the Treaty, *we quieted the Fears of a Native Prince on the Extent of our Encroachments*, and left the Sovereign at liberty to vindicate his own rights by his own powers. If Fyzoolah were an independent Prince, *sui Juris*, we had no alternative, should he persist in a refusal to perform the Articles of his Agreement, but to join our forces to those of the Vizier, and reduce him to a necessity of compliance, under the terms of the Guarantee.

As this most essential part of the enquiry seems to be involved in a studied obscurity, or at least to have been carelessly overlooked, I shall take the liberty to examine it under

der the five following heads; from which, I doubt not, but we shall extract something of a decisive and satisfactory elucidation of the whole business.

1. What were the original relative situation, views and interests of the two contracting parties?
2. For what purpose, and to what extent, did the Company annex their Guarantee to the Engagements between the Vizier of Oude, and the Rohilla Chief?
3. Was the Treaty, to which the Company were Guarantees, actually violated, or implicitly fulfilled?
4. How far can the Company, with propriety, interfere in such cases, and in this particular Case?
5. For what cause, and to what end, did the Governor General of Bengal enter into the new Treaty with the Vizier?

With respect to the first Article, the original Treaties are so loose and indefinite, at least the Translation is so extremely short of precision, that it is very difficult from thence to form an accurate idea of the footing on which the Vizier and the Rohilla Chief respectively stood at the moment of their mutual agreement. The Vizier, in *his* part of the Treaty, is made to say, “ A *Friendship* having been entered into between me “ and Fyzoolah Khan:” The other party re-
turns

turns the same form of phrase, "A *Friendship* having taken place between the Nabob Vizier ul Mulk Behader and me." So far they appear to treat on terms of equality, reciprocal obligation, and mutual independence: and it is only to a negotiation between parties of such a description that the term "Treaty" can with propriety be applied. Col. Champion makes no use of this word in his public letter (p. 4). He expresses himself by the terms "*agreement*" and "*engagement*," which leave the nature of the political connection between the stipulators perfectly undefined: They are however entirely consistent with the relative states of *sovereign* and *subject*, while a *Treaty* can only take place where there is no immediate dependence and acknowledged subjection. The Counterpart of the Agreement, on the part of Fyzoolah Khan, effectually clears up the doubt, by a full and implicit avowal of his own inferiority, and, in terms that cannot be misunderstood, promises the allegiance of a subject. "I will always, whilst I live, continue in *submission* and *obedience* to the Vizier:" and farther on, "*Whatever the Nabob Vizier directs, I will execute.*" This surely is not the language of a *Treaty*; it is a plain profession of Fealty. And if we became sureties to Fyzoolah Khan for
the

the due enjoyment of his Jagheer on the one part, we certainly, on the other, guaranteed to the Vizier a continuance of submission and obedience from the Rohilla Chief, and a punctual execution of all his orders.—As the mere possession of a Jagheer most indisputably does not emancipate the Jagheerdar from the condition of a subject in other respects, and still less confers the powers and privileges of sovereignty, it was a great oversight in the Court of Directors and the Select Committee to adopt Mr. D. Barwell's inaccurate mode of expression, in calling Fyzoolah Khan's renters or ryotts "*his Subjects*," (page 18.) whereas he and they were in common Subjects to the Vizier, as is amply proved by Fyzoolah's own stipulation.—When the Jagheer was first granted to the Rohilla Chief, it was expressly valued at 1475000 Rs. * but a better knowledge of the country arising from the keenness of examination excited by the
Vizier's

* I have examined the Records of the Bengal Government for the year 1774, and find that the proposed Jagheer was augmented from 1200000 to 1475000, by the strong interposition of Col. Champion, and granted with much reluctance by the late Vizier: on Fyzoolah Khan's most earnest representation, that 1200000 would be absolutely insufficient to afford a mere comfortable subsistence to his Relations and immediate Dependents.

Vizier's pecuniary distresses, has since discovered the produce to have been greatly (and, it is solemnly urged, fraudulently) under-rated. Most assuredly the Company's guarantee cannot, by any latitude or partiality of construction, be made to extend beyond the settled amount of 1475000 Rs. and if more had been obtained *by false pretences*, I see neither justice nor plausibility in our interference to prevent the Vizier from resuming the Overplus. It must be remembered, that a *Jagheer* in India is precisely the same as a *Fief* under the feudal System, and in the same manner usually held by *military tenure*: that is, such a portion of land is deemed adequate to the maintenance of so many Troops, and the Land-holder is bound to bring that number into the field on every requisition of the Sovereign. When Fyzoolah Khan's Jagheer was first granted, the peculiarity of his situation dictated some peculiar clauses in the grant. While he was a new subject to the Vizier, and while the Rohillas, his countrymen, might be supposed to retain a strong spirit of revenge for their Losses, and had even yet the means of becoming formidable, if united, it was prudence and policy to obstruct by every cautionary expedient the very possibility of their union. Therefore,

fore, while other feodal dependents are expressly held to furnish a certain quota of Troops, it was only stipulated with Fyzoolah Khan, that he should *not* entertain a *single man more than* 5000 in his service. His allegiance was at that time considered as suspicious; and the object was not so much to render his assistance useful, as his opposition fruitless. But whatever hopes of aggrandizement or independence Fyzoolah Khan might have cherished in the early part of his submission, it is clear, that, after the death of Sujah Dowla, he was only anxious to establish himself against that mutability of fortune which is congenial to all Asiatic governments. We know that in Turkey, in Persia, in Hindostan, and wherever the principles of the feodal system have been blended with despotic power in the Sovereign, the only security of the throne seems to consist in the sudden elevations and removals of the several aspirers to rank and dignity in the State. Jagheers are granted and resumed, great employments are conferred on obscure men, and the first officers of the State degraded, or banished, or put to death, with a promptitude of decision, disregard of formalities, and indifference of persons, utterly incompatible with the liberality and refinement of

modern European manners. It must certainly therefore be more than commonly grating to the Vizier, to feel the pervading Influence of British interference in the internal management of his own concerns, It must lessen his dignity in the eyes of every native Prince, and militate against all his own notions of the rights and functions of Sovereignty, to be opposed and thwarted in executing his own purposes upon his own Subjects by the interposition of a foreign guarantee.

This will naturally lead us to the second head of enquiry as to the purpose and extent of the Company's Guarantee in the present case. Col. Champion's original letter on the first outset of the business, expresses the matter in two lines: "Fyzoolah Khan is to have a Jagheer of 1475000 Rs. in the Rohilla Country, with liberty to keep 5000 men in arms." (Page 4.) "Fyzoolah, in return, was to continue in submission and obedience to the Vizier, and execute whatever he directed." (Page 5.) The Company were not, by this Guarantee, bound to secure to Fyzoolah a revenue of 30 Lacs instead of 14, nor to establish for him an independent Jurisdiction over the lands which he held on the common tenure of any other Jagheer, nor to defeat

defeat and render null the conditions of obedience and submission in which he pledged himself to the Vizier. We find that before the concession of the Guarantee, jealousies and mistrust had arisen in both parties. The Vizier suspected Fyzoolah Khan of an intention to throw off his dependence: "It is not impossible" (says the Company's Resident at Lucknow) "but he" (Fyzoolah) "might be induced to form connections, and to engage in schemes, incompatible with his duty and allegiance to the Vizier." (Page 5.) On the other hand, he observes, that Fyzoolah Khan, "having heard of the acts of injustice and oppression which the Vizier is constantly exercising upon those who are wholly at his mercy," was apprehensive that his country should be seized, and himself involved in ruin. (Page 6.) How much soever the Vizier might wish to act up to Fyzoolah Khan's apprehensions, he has hitherto refrained from every thing that could be construed into a deviation from his engagements: but he has loudly, and on plausible grounds, complained of infractions of the Conditions on the other part. His Letter to Mr. Hastings (page 17) states that the excess of Collections in the Jagheer is "proved to demonstration" to have been a

fraud in the first valuation, instead of the produce of an increased cultivation. What collateral proofs the Vizier might have obtained, we are not informed: but such is the positive and authoritative Report of Mr. Johnson, an Envoy deputed jointly from the Vizier and the Company's Resident to the Capital of the ceded Lands. "*Fyzoolah Khan's excess of revenue*," says he, "*lays in a fraudulent valuation at the time of the Grant.*" (Page 15.) In the next place, Mr. Johnson, in his public capacity, and in an official letter, pointedly and unconditionally asserts, that "at this moment there are not less than 20000 Rohilla Soldiers in the district of Rampore alone."—"Upon this Clause the Grant runs, and is of course forfeited." (Page 16.) When we recollect that all the late Vizier's policy was exerted, at the time of his first agreement with Fyzoolah Khan, to prevent any dangerous access of numbers to his new Subject's standard: that out of the present Vizier's Jealousy on the same account, arose the Deputation of Mr. D. Barwell, before whom Fyzoolah Khan was content to cause near 5000 Troops to be mustered, which Mr. Barwell found to fall rather short of the number specified in the Treaty (p. 7): and that Mr. Johnson now affirms upwards of 20000
to

to be in Rampore only, it must seem a little extraordinary that the Court of Directors should write (p. 20), "*We can no where discover that Fyzoolah Khan has been guilty of a Breach of Treaty.*" But this is not all. Fyzoolah Khan was restricted, it is true, to 5000 men; and on "the 2d day of November, 1780, the Governor General and Council, in their secret department, agreed " that the Governor General be requested to write to the Nabob Vizier, recommending to him to require from Fyzoolah Khan the quota of Troops stipulated by Treaty to be furnished by the latter for his Service, being *five thousand horse.*" (Page 12.) Fyzoolah Khan returned for answer, that the 5000 men allowed him, consisted, according to his original assignments for their Expences, "*of 2000 horse, and 3000 foot.*" (Page 13.)

That Fyzoolah Khan could not furnish Troops which did not exist is very certain: nor is he blamed for it. But he should have *offered to raise them*, or at least to mount his 3000 Infantry, which would have been sufficient, if he wished to demonstrate his "*continuance in submission and obedience to the Vizier;*" and in neglecting to make such offer, he most indisputably "*evaded the performance of his part of the Treaty,*" as stated

stated by the Governor General in his minute. (Page 13.) To compromise the matter, to gratify in some degree Fyzoolah's pertinacity without too public a degradation of the Vizier's authority; to patch-up, in short, this late *evasion* of the Treaty ere it should amount to an absolute Breach, was the object of Mr. Johnson's mission. As on the one hand Fyzoolah's offer stated 2000 Cavalry, and the original demand had required 5000—there is an evident concession and wish to accommodate the dispute, in sending peremptorily to “*demand immediate delivery of 3000 Cavalry*” only. (Page 14.) To this injunction Fyzoolah Khan answered by “*a flat Refusal*” (page 16): the very Fyzoolah who had “sworn on “the holy Koran, calling God and his Prophets to witness, “*that whatever the Nabob Vizier directs, I will execute.*” (Page 5.)

Having now, as I think, brought the proof of a direct violation of the Treaty to irrefutable demonstration, I would ask how far the Company can, with propriety, interfere, as guarantees, to exact a due performance of the Articles, or to punish the Infraction? “It is exceedingly proper,” say the Court of Directors, in their General Letter to Bengal (page 18), “That your Government should see that Fyzoolah Khan fulfils his
“engage-

“ engagement with the Vizier.” The other part of the Sentence shews them to have considered the Rohilla Chief as an independent Prince ; and I have above amply proved the contrary from Fyzoolah’s own words. “ But we wish,” say they, “ rather to be considered as the Guardians of the Honour and Prosperity of the native Powers of India with whom we are in any degree connected, than as the Instruments of Oppression : we hope and trust, therefore, that no hostile steps have been taken against the Rohilla Chief.”

Fyzoolah Khan is no *native power*, in the sense there applied ; he is a subject to the Vizier, guaranteed by us in the possession of lands to a stipulated amount, on certain conditions. If he hath broken those conditions, we surely do not become *the instruments of oppression*, by leaving him to the laws of his country, or the mercy of his own Sovereign. The Vizier would have infinitely more *reason to be jealous of our encroachments*, had we pretended to take the powers of executive justice out of his hands, and to punish according to our system of Government, or at our own discretion, *his* subjects for a failure of allegiance to *him*. This would be crying out in too loud a strain, “ You shall be King, but We will be Vice-Roy over you.” In fact,

fact, from the instant that Fyzoolah Khan forfeited his claim to the Guarantee by a breach of his engagement, our connections with him virtually ceased. He became to all intents and purposes amenable to his Sovereign the Vizier, and to him alone. *Policy*, perhaps, might incline us to stand between Fyzoolah Khan, and that wrath which would "leave him to join his other faithless Brethren that were sent across the Ganges;" but *justice, moderation, and good faith*, have nothing to do with it.

"To quiet the fears of the Neighbouring Powers, who *from the conduct of our servants* have had too much reason to be "jealous of our encroachments," and particularly to settle a more mutually advantageous and satisfactory alliance between the Company and the Nabob Vizier of Oude, was the grand motive which induced the Governor General to proceed up the country. He found the Vizier much distressed and much dissatisfied: his Government relaxed, his Finances greatly disordered, and his Country in confusion. To augment, if possible, the produce of the Revenues, to give vigour to the Executive Powers, and tranquillity to the Kingdom, without alarming the Vizier's jealousy towards any thing that might seem to trench upon his independence,

pendence, and at the same time without prejudicing the interests of the Company, or committing their honour, required superior talents, the coolest discretion, and the most rigorous impartiality. Among the political evils to which it was found necessary to apply a remedy, the state of Lands granted in Jagheer seems to have been of the first importance. A profusion in the original donations, fraudulent mis-statements of their value, and abuses in the management of delegated jurisdiction, had left the Vizier but little unalienated property, and as little personal authority. The second article of the new treaty, in prescribing a palliative for these disorders, effectually establishes their existence. This article (not quoted in the Report) is as follows :

“ That as great distress has arisen to the
 “ Vizier’s Government from the military
 “ power and dominion assumed by the Jag-
 “ heerdars, he be permitted to resume such
 “ as he may find necessary, with a reserve
 “ that all such *for the amount of whose Jag-*
 “ *heers the Company are Guarantees*, shall, in
 “ case of the resumption of their Lands,
 “ be paid the amount of their nett collec-
 “ tions, through the Resident, in ready mo-
 “ ney.”

Then immediately follows the *third Ar-*
 N *ticle;*

ticle, relative to Fyzoolah Khan, on which the Eighth Report is to serve as a Comment.

“ That as Fyzoolah Khan has by his
 “ breach of Treaty forfeited the protection
 “ of the English Government, and causes,
 “ by his continuance in his present inde-
 “ pendent State, great alarm and detriment
 “ to the Nabob, he be permitted, when
 “ time shall suit, to resume his lands, and
 “ *pay him in Money*, through the Resident,
 “ the *Amount stipulated by Treaty*, after
 “ deducting the amount and charges of the
 “ Troops he stands engaged to furnish by
 “ Treaty, which amount shall be passed to
 “ the Account of the Company, during
 “ the Continuance of the present War.”

Other Jagheerdars, therefore, against whom we hear of no explicit charge whatever, are to suffer a resumption of their Lands; and why not Fyzoolah Khan? Many of *them*, we see, are guaranteed by the Company as well as *he*, and a violation of the agreement on *his* part stands upon record; a *flat refusal to execute what the Vizier had directed*, and a declaration “ *that he would abide by it.*” (Page 16.) If the Resumption of Jagheers in general were found a measure connected with the safety or welfare of the state, I should suppose
political

political necessity a full justification for its admission. But though the plea were allowed as far as concerned the other Jagheerdars, the Governor General's good fortune, combined with his prudence, interposed to make the case of Fyzoolah Khan a subject for a distinct article. It indicates a thorough foresight of the malevolence of his enemies, that he should have provided for an attack on the separate case of Fyzoolah Khan, which, to every person on the spot, must have appeared to be entirely blended with the general concerns of all the other Jagheerdars. But there is a nicety of conduct in this transaction, a delicacy of discrimination between the actual rights or powers of the Vizier, and the policy of permitting their full exertion, that, while it cannot disprove the fact of Fyzoolah's forfeiture, is content to palliate its enormity ; and while the Governor General might justly have reprobated the *open violation* of the treaty in the strongest terms, he is so moderate as to say, in his Remarks on this third Article, "The conduct of Fyzoolah Khan, in refusing the aid demanded, though *not an absolute breach* of the treaty, was *evasive* and *uncandid*." (Page 17.)

The fact is, that, had Mr. Hastings admitted to its fullest extent, the whole circumstance

cumstance of the manifest breach of the treaty, it would hardly have been warrantable in him to screen the Rohilla Chief, as he has done, from the utmost effects of the Vizier's offended authority. But he knew, probably, as well as the Court of Directors, "*Fyzoolah Khan's merits with the Company;*" he still recollected the former "*mark of his faithful attachment,*" in sending, "without hesitation or delay, 500 men to co-operate with our forces;" and being besides "of opinion that neither the Vizier's nor the Company's interests would be promoted by depriving Fyzoolah Khan of his independency," (page 17,) he suspended the Vizier's claim, which he could not in point of equity attempt to controvert, and "*reserved the execution of the agreement to an indefinite term.*" Nothing, indeed, can, in my mind, exculpate the Governor General for such apparent interference and partial protection to the disobedient Subject of an independent Prince, "*which must be known to all the surrounding powers,*" and which may well excite "*future combinations against us*" in those who from this example can but have "*too much reason to be jealous of our encroachments*"—Nothing, I say, can exculpate Mr. Hastings on this head, but the full-

ness of his conviction, that it was necessary for our Government to interpose to prevent any ill effects from the violence of the Vizier's displeasure, and the chance of dangerous commotions in the country.

On the whole, It is as clear as the sun, that Fyzoolah Khan was a subject of the Vizier: that he had obtained, by an unfair valuation, Lands far beyond the amount of his Grant: that he had, by a direct breach of the Conditions on which those lands were held, forfeited all claim to the Company's Guarantee: that the Vizier had an inherent indisputable title to the resumption of the Jagheer: and that the Governor General, entirely from prudential motives, suspended the Execution of that Justice, and the Exertion of that Prerogative, to which he could but admit the solidity of the Vizier's pretensions.

D E T E C T O R.

21st May, 1783.



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